

DECLARATION of COVENANTS CONDITIONS and RESTRICTIONS

Revision: July 2023

Jester Estates is located in the watershed of Lake Austin and as such is Environmentally sensitive. Lake Austin and its watershed, its geology, ground and surface waters, soils, wildlife, and other natural features result in diversity in the intrinsic suitability of the development to accommodate building.

Locations exist where the natural environment is hazardous, fragile or already performing useful services and should not be disturbed, while other locations would be tolerant and suitable for the construction of single family residential structures.

The purpose of this declaration is the preservation as far is possible of the natural beauty of the property and protection of the watershed, wildlife and the residents of Jester Estates. It is declared that the property shall be held, sold, used, developed, occupied, leased and conveyed subject to the following reservations, restrictions and covenants that shall run with the property and shall be binding on all parties having or acquiring any right, title or interest in the property.

Section 1): Association or Homeowner Association shall mean Jester Homeowner Association. The JHOA a) provides for such programs and services as are funded by memberships' annual dues (not limited to but including: artistic landscaping of all three Jester entrances, the Warbler newspaper and annual social activities). b) Establishes Architectural guidelines as a means of enhancing the quality of life of the homeowners and community as a whole, promoting the general safety, protecting and enhancing the common areas, and preserving the investment value of the individual homes. c) Establishes conditions, covenants and restrictions that are enforceable.

Section 2): Jester Estates is a "Single Family Use" neighborhood and shall mean the occupation or use of a structure as a residence by a single person or a family. No business or commercial activity to which the general public is invited shall be conducted within the Subdivision. Leasing of the residence for a term less than 90 days shall be deemed a business and therefore is not permitted.

Section 3): "Structure" shall mean anything erected, constructed, placed, laid or installed in, on or over said real property which requires a location on or in the ground and requires approval by the architectural control committee (excluding all vegetation). Example: fences, storage sheds, play houses.

Section 4): Obnoxious activity: HOA and non-mandatory Jester lots. No nuisance, obnoxious or offensive activities shall be carried out on any lot, nor shall any debris, unused building, construction or landscaping materials be permitted to accumulate on or adjacent to any property within the subdivision. No odors, lighting, both interior or exterior, or structures shall be permitted to arise therefrom, so as to render any such property unsanitary, unsightly, offensive

or detrimental to any other property in the vicinity thereof or to be considered a nuisance by its occupants. Any "attractive nuisance" is prohibited.

Section 5): All garbage cans shall be kept out of sight from the street except the following times: the day before pick-up and the day of pick-up. This is an Austin City ordinance.

Section 6): Continuing Adequacy of Repair and Maintenance (includes non-mandatory lots). No building or structure upon the property within the Subdivision and the general Jester Estates neighborhood shall be permitted to fall into disrepair, shall be kept in good condition at all times, adequately painted or otherwise finished.

Section 7): Vehicles and Equipment: No bus, truck larger than 3/4 ton pickup, semi trailer, tractor, machinery or equipment shall be kept or repaired on the property. Motor homes, boats or recreational vehicles shall be placed or stored completely out of sight with no visibility from any neighbors except for a period of no more than 3 days. All landscape tools and equipment, bar b Q /smokers or grilling equipment shall be stored out of site from neighbors or the street. No kayaks, bicycles, canoes, SUP or other heavy sports equipment shall be permitted to be visible to other property owners.

Section 8): landscaping and lawns. All lawns shall be kept cut and edged to a neat, sanitary and manicured height. All weeds shall be kept cut to the height of a well-cared for and manicured lawn. Dead or diseased trees shall be removed within a reasonable period of time from property.

Section 9): Fences, walls, hedges, towers, antennas, signs : No barbed wire or chain linked fences shall be allowed, no visible antenna or other reception equipment shall be erected on any lot, no sign shall be permitted on lots that are larger than five (5) square feet.

Section 10): Animals. All household pets must be kept on a leash outdoors (except in a secured fenced back yard). Animals are not permitted to be kept anywhere on the lots: poultry, swine, fowl, horses, wild animals, cattle, goats or sheep or any animal not considered to be domestic. Breeding of animals for a fee is prohibited. No hunting, trapping, mining or mineral exploration shall be allowed.

Section 11): The HOA shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to carry out the purpose of and intent of the provisions of this Declaration. Any conflict between such rules and any provision of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of the effect shall be provided to any owner requesting the same in writing. All interpretation of rules shall be consistent with the intent of the Declaration. All decisions of the HOA shall be final and conclusive. Action Without Formal Meeting: the HOA make take action without formal meeting by unanimously consenting in writing on any matter.

Section 12): Enforcement: the HOA shall have the right to enforce all conditions, by proceeding, at law in equity, for damages, injunction or both, all restrictions, covenants and conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney fees. Failure by Declarant, HOA, or owner to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time. All liens shall be subordinate to the lien of the first mortgage.

Section 13): "The Overlook at Jester" and "Jester Point" also known as Jester Wild Drive. These Declarations shall not replace or rescind any of the conditions, covenants or restrictions of the duly recorded Declaration of Regulations of these two enclaves located within Jester Estates but shall act in addition to said covenants.

Section 14): Actions and Fines: The HOA shall have the right to levy a fine for violations that are past due after 30 days.

Section 15): Compliance patrols – The HOA proactively patrols the residential streets for the safety of its residents and conformity to these restrictions utilizing a contracted property Management company -on file at Goodwin Management . The board also receives and responds to compliance issues defined in this declaration as provided by the residents of Jester Estates. Any delay by past JHOA to flag or enforce any bylaw violation does not set a precedent for current or future bylaw enforcement and in no way contradicts the intent of the Declaration of Regulations.

Section 16): Exterior lighting. All exterior security lighting shall be motion activated and positioned toward the ground only. Landscape lighting shall be low voltage and 2700-3000k. All exterior Christmas and holiday lighting should be taken down in a reasonable and appropriate time after the holiday period.

Section 17): Powers and Duties of the Board. The board, for the benefit of the owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein in the Bylaws of the Association:

- a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Ownership Areas on behalf of all owners.
- b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent owners if the board sees fit.
- c. To enter into contracts, maintain one or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association.

- d. To protect or defend the Common Ownership Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- e. To make reasonable rules and regulations for the operation of the common areas and to maintain and to amend them from time to time; provided that any rule of regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all the common areas in the portions affected; provided the rules and regulations may provide for limitations on use of common recreational areas during certain periods.
- f. To make available for inspection by owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable time and intervals.
- g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property. If insurance proceeds are insufficient, to assess the Owners in proportionate amounts to cover the deficiency.
- h. To enforce the provisions of this Declaration of Conditions, Covenants and Restrictions and any rules made here under and to seek damages from any Owner for violations.
- i. To delegate the duty to collect assessments provided for herein to pay for such service.

Section 18): All residents/Owner shall provide a paper copy of and make known these Declarations of Regulations to any buyer, real estate agent, title company or lessee. Failure to do so before sale of property shall not render this instrument invalid.